

**REQUEST FOR QUALIFICATION
FOR
HOUSING REHABILITATION CONTRACTORS**

RFQ Issued: February 5, 2010

Proposal Due: February 22, 2010

Issued by:

**Washoe County HOME Consortium
P. O. Box 1900
Reno, NV 89505**

City of Reno
Request for Qualifications (RFQ)
General Rehabilitation Applicants

I. INTRODUCTION

The City of Reno is seeking qualified general applicants to provide effective, quality housing rehabilitation services. The funding will be provided from federal Community Development Block Grants Funds. Upon submission of the required documents, the applicants may be selected to provide services on a range of housing rehabilitation projects as available.

The City is providing this RFQ to interested parties, herein referred to as Applicant, for the purpose of being considered as an Approved Contractor for the rehabilitation of single family structures as required by the program.

To be considered the Applicant must respond adequately to all questions with appropriate narration and/or supporting documentation. Capacity to provide quality, rehabilitation contracting services for single-family projects which will comply with “decent, affordable housing” requirements and meet all building codes and Rehabilitation Standards as identified must be demonstrated.

II. DEADLINE

Applicants must submit their response and supporting documents to the following by 3:00 p.m. PST on February 22, 2010:

Linda D. Wildman
Community Resources Specialist
c/o: City Clerk
1 E. First Street, 2nd Floor
Reno, NV 89501
(P. O. Box 1900, Reno, NV 89505)

Included in this RFQ is:

- Project description and/scope of services for this RFQ and application.
- List of documents, required information, and references for submission.

Any additional or supplemental documents or information if not required by the RFQ included with the proposal should be marked as an *Attachment* and clearly identified in the Table of Contents.

III. CHANGE IN RFQ CONTRACT AND ADDITIONAL WORK

The City reserves the right to add to, delete, enlarge, or modify this RFQ, including specifications and/or statement of work, the terms and conditions, the proposed contract and/or any subsequently executed contract.

- **Late Proposals:** Proposals and modifications of proposals received after indicated deadline specified will not be considered, unless:
 - They are sent via the U. S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the proposal will be delivered to City prior to the submission deadline; or
 - If submitted by mail, common carrier or contract carrier it is determined by the City that the late receipt was due solely to an error by the U. S. Postal Service, common carrier or contract carrier; or
 - The City extends the time after the deadline due to a major event that could potentially affect any or all applicants meeting the deadline.
- **Rejection of Proposals:** The City reserves the right to reject any and all proposals and to award one or more contracts for all or any portion of the program.
- **Best and Final Offers:** The City reserves the right to request one or more best and final offers.
- **Closed Records:** All Proposals and documents and meetings may remain closed until a contract is executed or until all proposals are rejected.
- After either a contract is executed pursuant to the RFQ, or all submittals are rejected, if access to documents marked “PROPRIETARY INFORMATION,” as provided above the City will notify the firm of the request and it shall be the burden of the firm to establish that such documents are exempt from disclosure.

IV. COMMUNICATIONS WITH THE CITY

The designated staff person for point of contact for the RFQ is:

Linda D. Wildman
Community Resources Specialist
City of Reno
P. O. Box 1900
Reno, NV 89505
775-334-2578
wildman@reno.gov

Applicants seeking clarification of any questions in this RFQ must submit their questions in writing or via email no later than seven (7) working days prior to the scheduled deadline for submittals. A written response to all questions will be posted on the City of Reno website at . Oral instructions or information of any type concerning this RFQ shall not bind the City.

V. TIME LINE

The following time line is proposed, but may vary based upon the City's need:

RFQ issues	February 5, 2010
Qualifications due	February 22, 2010
Proposals reviewed/references interviewed	March 8, 2010
Interview/Presentations (if necessary)	<hr/>
Contractor(s) selection for Qualified List	February 15, 2010
Contract Executed	As individual projects are available

The City reserves the right to revise this RFQ at any time.

REQUEST FOR QUALIFICATIONS

A. DEFINITION: This RFQ is an invitation by the City to Rehabilitation Contractors to submit their qualifications and all other required submissions as part of their proposal for performing the services identified in this RFQ. Selection will be based upon the qualification and review by the City in identifying Contractors that demonstrate highly competent skills and abilities. This RFQ is not a request for competitive bids. The submission of an RFQ does not create any right in or expectation to a contract with the City, but will provide an opportunity for contractors to be put on a list to be selected for projects under the program.

B. GENERAL DESCRIPTION OF THE SCOPE OF SERVICES: This RFQ seeks responses from qualified Contractors who, upon selection, will be contracted as required for the rehabilitation of single family homes. An inspection will be performed to provide a detailed rehabilitation work write-up on each structure and a complete bid package will be developed. Under the agreements, the selected contractor(s) will provide services including, but not limited to, the following:

- General contracting services to ensure that projects are completed on time and within budget which will include activities such as weekly progress reports, detailed project budget, maintain records of competitive procurement for goods and services, etc.
- Oversee work performed by sub-contractors to ensure that all completed work is thoroughly inspected to ensure compliance with Housing Quality Standards (HQS) and local building codes..
- Perform energy efficiency improvements such as weatherization, weather-based irrigation system, drought tolerant landscaping, and installation of energy star compliant appliances and equipment.
- Applicant shall ensure that all materials are installed in accordance with the project work write-up, City building codes, regulations, etc., and according to the approved Rehabilitation Standard.
- Abate hazardous materials in compliance with industry standards and regulations, must provide all necessary certificates and/or licenses of the contractor or sub-contractor to substantiate capacity to perform such work.
- Knowledge of requirements for building permits to ensure that all appropriate permits will be obtained.
- Successful contractors must meet insurance requirements, including Commercial General Liability, Automobile Insurance, Worker's Compensation Insurance and Automobile Liability Insurance.

Applicants will then submit bids on specified rehabilitation projects. Upon award, the projects will be monitored and inspected prior to a sign-off on all draw requests.

C. PROPOSAL REQUIREMENTS: Proposals shall include a cover letter expressing interest in the program signed by a person who can legally bind the organization. Proposals should also include the following on the General Applicant Application:

1. Experience and Responsibility Summary – Date firm organized, etc.
2. Description of past projects, type, size and nature of job
3. Names, description of subapplicants and specialty firms used on previous projects.

4. Description and ways applicant has provided services on above described activities for residential projects.
5. Description of the composition of the firm/company and key positions
6. References from prior clients/projects, a minimum of five (5).
7. Name of lending institution
8. Names of five (5) suppliers
9. Signed certification of completeness and accuracy
10. Copy of Reno, Sparks, and/or Washoe County Business License and proof of insurance

Subsequent contracts are being funded by a Community Development Block Grant allocation made available through the American Recovery and Reinvestment Act of 2009 (ARRA). The ARRA requires unprecedented levels of public transparency and heightened reporting requirements on all uses of ARRA funding.

As part of the reporting requirements, contractors shall provide the following information:

- Pursuant to Public Law 110-252, the company must report if it has any other federal contracts.
- Does the total amount of federal funding exceed 80% of the company's annual gross revenues in this fiscal year?
 - If the company's federal funding exceeds 80% of the annual gross revenues in this fiscal year, the company shall:
 - Provide the names and compensation of the five most highly compensated officers of the company
- Pursuant to Section 1512 (h) of the ARRA, the company shall be registered in the Central Contractor Registration system (CCR). (In order to register in CCR, the company must have a valid Data Universal Numbering System (DUNS) Number.)
- Pursuant to Section 1605 of the ARRA, the company shall implement the "Buy American" guidance in 2 CFR part 176 and use American iron, steel, and manufactured goods in the project unless one of the specified exemptions applies.
- Pursuant to Section 1512 (c) of the ARRA, not later than 5 days after the end of each calendar quarter, the contractor shall submit a report to the City of Reno that contains:
 - The number of job created and the number of jobs retained by the project..
- Pursuant to Section 1515 (a) of the ARRA, The Inspector General, under Section 3 or 8G of the Inspector general Act of 1978 (5 U.S.C. App.) is authorized to examine any records of the contractor that pertain to and involve transactions relating to the contract and to interview any officer or employee of the contractor regarding such transactions.

D. EVALUATION OF QUALIFICATIONS: Qualifications will be evaluated by City staff. During the evaluation process, the City reserves the right to request additional information, including but not limited to requesting that the applicants provide an oral presentation. The City will evaluate applications based on: (1) Experience of the Applicant selected to provide project services; (2) Record of the Applicant in accomplishing the work within the required time, and (3) Record of the Applicant in being responsive to client's requests. The City may select applicants to be invited to make an oral presentation and said interviews will take place on a date and time to be determined. The City will identify qualified applicants to be used for the project(s). However, the City reserves the right to reject any or all applications submitted as part of the RFQ.

E. APPLICATION EVALUATION CRITERIA: It is imperative that the applicant fully address all aspects of the RFQ. The following criteria shall be used in evaluating the applicant's offer of services:

1. Experience in single family housing rehabilitation services on projects of similar size
2. Applicant's experience in conducting assignments of similar scope
3. Process to be used in costing and implementing the project
4. Applicant's support organization, accessibility and quality assurance methods for optimizing staff utilization
5. Applicant's licenses, certification, etc., as appropriate for providing this type of service
6. Timely completion of projects
7. Experience in evaluating energy efficient components

F. GENERAL PROVISIONS:

1. Federal, State, and Local Laws and Regulations:

All rehabilitation work shall comply with building code and HUDs Housing Quality Standards (HQS). Specifications developed will meet acceptable standards to obtain building permits, as necessary. All relevant health and safety issues such as lead-based paint and asbestos will be addressed prior to general improvements taking place, and in compliance with federal regulations, including lead safe work practices and testing. The applicant will be required to comply with all applicable federal, state, and local law as and regulations relevant to contract(s) or funds issued as a result of this RFQ. HUD regulations cited at 24 CFR Part 92 and 24 CFR 570 will apply to the expenditure, receipt, and report of HOME and CDBG funds. Applicants **will not be considered** that are currently debarred, suspended or otherwise listed as ineligible to receive federal funds per 24 CFR 570.609.

2. Conflict of Interest: CDBG and HOME regulations define conflict of interest::

CDBG (24 CFR 570.611):

(a) Applicability. (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to Sec. 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to Sec. 570.203, 570.204, 570.455, or 570.703(i)).

(b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate

family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

and **HOME (24 CFR 92.356):**

(a) *Applicability.* In the procurement of property and services by participating jurisdictions, State recipients, and subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.

(b) *Conflicts prohibited.* No persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(d) *Exceptions: Threshold requirements.* Upon the written request of the participating jurisdiction, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient

administration of the participating jurisdiction's program or project. An exception may be considered only after the participating jurisdiction has provided the following:

(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the participating jurisdiction's or State recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(e) Factors to be considered for exceptions. In determining whether to grant a requested exception after the participating jurisdiction has satisfactorily met the requirements of paragraph (d) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(2) Whether the person affected is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

(4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;

(5) Whether undue hardship will result either to the participating jurisdiction or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(6) Any other relevant considerations.

(f) Owners and Developers. (1) No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, developer or sponsor) whether private, for-profit or non-profit (including a community housing development organization (CHDO) when acting as an owner, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

(2) Exceptions. Upon written request of a housing owner or developer, the participating jurisdiction (or State recipient, if authorized by the State participating jurisdiction) may grant an exception to the provisions of paragraph (f)(1) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the owner's or developer's HOME-assisted project. In determining whether to grant a requested exception, the participating jurisdiction shall consider the following factors:

(i) Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be the beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(ii) Whether the person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted housing in question;

(iii) Whether the tenant protection requirements of Sec. 92.253 are being observed;

(iv) Whether the affirmative marketing requirements of Sec. 92.351 are being observed and followed; and

(v) Any other factor relevant to the participating jurisdiction's determination, including the timing of the requested exception.

3. Prohibition of Gratuities: No person or business may offer, give or agree to give, to any employee, appointed official, or elected official of the City to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of monetary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation of proposal therefore.

4. Minority and Women's Business Enterprises and Section 3: Contractors will be required to comply with HUD's minority and women's business enterprises (MBE/WBE) program goals and Section 3:

Minority and Women's Business Enterprises:

1. *The contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.*
2. *Affirmative steps shall include:*
 - i. *Placing qualified small and minority businesses and women's business enterprises on solicitation lists;*
 - ii. *Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;*
 - iii. *Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;*
 - iv. *Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;*
 - v. *Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and*
 - vi. *Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.*

Section 3:

Contractors are required to comply with the requirements of Section 3 for employment, training, or contracting opportunities resulting from the expenditure of covered funding. This responsibility includes:

1. *Implementing procedures to notify Section 3 residential and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;*
2. *Notifying potential contractors working on Section 3 covered projects of their responsibilities;*

3. *Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38]; include the following clause (referred to as the Section 3 clause):*

A. *The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u(section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*

B. *The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.*

C. *The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*

D. *The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.*

E. *The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*

F. *Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*

G. *With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).*

4. *Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;*

5. *Assisting and actively cooperating with the Department in making contractors and subcontractors comply;*

6. *Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;*

7. *Documenting actions taken to comply with Section 3; and*

8. *Submitting Section 3 Annual Summary Reports (form HUD-60002 - <http://www.hud.gov/offices/adm/hudclips/forms/files/60002.pdf>) in accordance with 24 CFR Part 135.90.*

6. Applicants who are a Section 3 may receive priority. A Section 3 Business is a business:

- That is at least 51 percent or more owned by Section 3 residents,
- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or
- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

Contractors wishing to be certified as a Section 3 business should complete the certification form found at :

http://www.hud.gov/offices/fheo/section3/Sample_Certification_Form_for_Businesses.doc

GENERAL REHABILITATION CONTRACTORS QUALIFICATIONS APPLICATION

Today's Date	
Name of Construction Company	
Address	
Phone Number	
Fax Number	
Email	
Date Company Organized	
City Where Organized	
County Where Organized	
State Where Organized	
Name of Company Owner(s)	
Address	
Phone Number	
Fax Number:	
Email	
Current Business License Number	Reno: Sparks: Washoe County: State of Nevada
Social Security or Tax I.D./EIN number associated with business license	
DUNS #	

Contractor's Certification: I hereby certify that all of the information contained in this application is true and complete to the best of my knowledge. I understand that any misinformation submitted in this application is sufficient cause for the removal of my firm consideration as a Qualified Contractor. By signing this application, I hereby grant the City of Reno, Nevada, permission to verify any and all information contained herein and in any attached document which also becomes and is a part of this application.

Contractor Signature: _____

Title: _____

Date: _____

CONTRACTOR DATA SHEET

LICENSE NUMBER	
EXPIRATION DATE	
LICENSE CLASS	
OWNER NAME	
COMPANY NAME	
ADDRESS	
CITY/STATE/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	
EMAIL	
FEDERAL ID NUMBER	
SOCIAL SECURITY NUMBER	

Please Circle Your Answer:

Woman owned business Yes/No	Minority Business Enterprise Yes/No	Section 3 Business Yes/No
Ethnicity (Circle One):	Hispanic or Non-Hispanic	
Race (Circle One)		
White	Black/African-American	Asian
American Indian/Alaskan Native	Native Hawaiian/Other Pacific Islander	American Indian/Alaskan Native and White
Asian and White	Black/African-American and White	American Indian/Alaskan Native and Black/African- American
Other Multi-Racial		

Insurance Carrier(s):

Liability Insurance Policy Number: _____ **Expiration Date** _____

Workman's Comp Certification: _____ **Expiration Date** _____

EMPLOYEE INFORMATION SHEET

Total Number of Employees	
Number of Permanent Office Staff	
Number of Management Staff	
Number of Permanent Field Employees	
Number of Seasonal Field Employees	

Please list the names of key supervisory personnel and the Project Manager. The project manager must have the authority to act on the behalf of the company in matters pertaining to the proposed project(s).

[illegible]

CONTRACTOR REFERENCES

List the last five (5) jobs/projects that you have completed. Include the owner name, address and telephone number, type of job and completion date:

1.
2.
3.
4.
5.

LENDERS/SUPPLIERS/SUBCONTRACTORS

Lenders: List all banks, saving and loan, mortgage or finance companies with which you have done business during the last 5 years:

[illegible]

Suppliers: List five (5) suppliers with whom you have done business:

[illegible]

Subcontractors Listing: List subcontractors with whom you have done business:

[illegible]

PLEASE ATTACH COPIES OF THE FOLLOWING:

- **YOUR OCCUPATION LICENSES**
- **COMPLETED W-9 TO THIS APPLICATION**
- **PROOF OF INSURANCE (e.g. Commercial Liability Insurance, Workers' Compensation Insurance, Commercial Automobile Liability Insurance) WITH COVERAGE NOT LESS THAN TYPES AND AMOUNTS SPECIFIED AS FOLLOWS:**

ATTACHMENT B - INSURANCE SCHEDULE

Unless expressly waived in writing by the City of Reno, Contractor, as an independent contractor and not an employee of the City, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The City shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Department/Agency of the City, and
- 2) The City has approved the insurance policies provided by the Contractor.

Insurance Coverage:

The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the City, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the City of the completion of this Contract; or
2. Such time as the insurance is no longer required by the City under the terms of this Contract.

Any insurance or self-insurance available to the City shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the City, Contractor shall provide the City with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the City and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

- 1) Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.
- 3) If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.
- 4) If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting City department/agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B627 and NRS 617.210" form.

Commercial General Liability Insurance

- 1) Minimum Limits required:

\$1,000,000 General Aggregate

\$1,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence

- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

- 1) Minimum Limit required: **\$1,000,000** Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
- 3) The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

General Requirements:

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, ***The City of Reno and its officers and employees*** shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the City. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Risk Manager for the City.
- d. **Policy Cancellation:** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the City, c/o Contracting Department/Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.
- e. **Approved Insurer:** Each insurance policy shall be:
 - i. Issued by insurance companies authorized to do business in the state of Nevada or eligible surplus lines insurers acceptable to the City and having agents in Nevada upon whom service of process may be made, and
 - ii. Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the contracting City Department/Agency:

- 1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the City to evidence the insurance policies and coverages required of Contractor.
- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the City to evidence the endorsement of the City as an additional insured per **General Requirements**, above.
- 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the City prior to the commencement of work by Contractor. Neither approval by the City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the City or others, and shall be in addition to and not in lieu of any other remedy available to the City under this Contract or otherwise. The City reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

PLEASE ATTACH COPIES OF INSURANCE